MEMORANDUM OF UNDERSTANDING

USE OF THE COMMONWEALTH OF MASSACHUSETTS CRIMINAL HISTORY SYSTEMS BOARD (CHSB) – CRIMINAL JUSTICE INFORMATION SYSTEMS (CJIS) NETWORK TO ACCESS NATIONAL CRIME INFORMATION CENTER (NCIC) STOLEN VEHICLE FILE and MASSACHUSETTS REGISTRY of MOTOR VEHICLE SUSPENSION AND REVOCATION FILE FOR USE WITH LICENSE PLATE READERS.

Once executed by all parties, this MOU must remain on file with the Host and User.

This Memorandum of Understanding (MOU) is entered into this 22nd day of October, 2010 by and between Massachusetts Criminal History Systems Board, a criminal justice agency, hereafter referred to as the **Host,** and The Chelmsford Police Department, a criminal justice agency hereafter referred to as the **User**.

This MOU entered into between the Host and the User, is intended to define the terms, conditions, and mutual responsibilities of the parties hereto, for the purpose of enabling the User to access a stolen vehicle file daily that the Host has retrieved from the National Crime Information Center (NCIC) as well as a Massachusetts suspension and revocation file that the Host receives weekly from the Massachusetts Registry of Motor Vehicles. This MOU incorporates by reference, and operates in conjunction with the standard Massachusetts Criminal Justice Information System (CJIS) User Agreement which includes agreement by the User to adhere to National Crime Information Center (NCIC) Policy, including the NCIC Security Policy. It is the User's responsibility to ensure that its CJIS User Agreement with the CHSB is current and on file at the CHSB – CJIS Support Unit and with their Agency Head.

The User and Host agree:

a. To be bound by the conditions of this MOU and to notify each other in the event that any of the conditions stated in this Agreement change in the future;
b. To execute an MOU annually as long as the Host/User relationship continues;
c. To develop and maintain a written agreement that includes a procedural statement that clearly identifies the responsibilities of each agency;
d. That a violation of this MOU shall be considered a violation of the CJIS User Agreement.

The Host hereby agrees to:

a. Retrieve the stolen vehicle file from NCIC daily at 0300 hours via a automatic retrieval script;
b. Name the daily file lpr.zip;

c. The previous days lpr.zip file will be kept as a backup in case it needs to be utilized if there is a problem with the daily file between NCIC and the Massachusetts CJIS;
d. Retrieve the Massachusetts suspension and revocation file from the Massachusetts Registry of Motor Vehicles every Tuesday at approximately 0300 hours via an automatic retrieval script.
e. Name the weekly file rmvlpr.zip
f. The previous weeks rmvlpr file will be kept as a backup in case it needs to be utilized if there is a problem with the weekly file between the Massachusetts Registry of Motor Vehicles and the Massachusetts CJIS
g. Place the lpr.zip and rmvlpr.zip files in a agreeable directory on a agreeable FTP server housed within the Massachusetts CJIS Datacenter;
h. Allow the User access to the agreed upon directory via the FTP protocol with an agreed upon username and password.

The User agrees:

a. Retrieve the stolen vehicle file (lpr.zip) from the FTP host between 0600 and 0800 hours daily;
b. Retrieve the Massachusetts suspension and revocation file (rmvlpr.zip) from the FTP host between 0800 and 1000 every Tuesday.
c. Confirm through the Massachusetts CJIS and the NCIC system prior to taking any action against a stolen, suspended, and/or revoked vehicle that is listed within the lpr.zip file and/or rmvlpr.zip file;
d. To notify the Massachusetts CJIS of pending termination immediately, as provided in the final paragraph of this MOU;
e. All devices that retrieve and access the lpr.zip and rmvlpr.zip files must have active and current anti-virus protection;
f. All devices that retrieve and access the lpr.zip and rmvlpr.zip files must meet the current NCIC Security Policy;
g. Calls for service must be placed to the Massachusetts CJIS by the User;
h. Provide the Massachusetts CJIS with the static IP address assigned to device that will access and utilize the lpr.zip and rmvlpr.zip file.
i. Dissemination of the lpr.zip file and rmvlpr.zip file is limited to agencies and devices approved by the Massachusetts CJIS.

The User hereby acknowledges understanding of, and shall advise all its employees and user agency personnel, of the penalties relating to illegal actions with regard to criminal justice information, and the CJIS User Agreement.

Either the Host or the User may, upon thirty days notice to the other party in writing, cancel this MOU in its entirety. Upon determination that the User has violated any law, rule, or regulation concerning criminal justice information or violated the terms of this MOU, the Host reserves the right to terminate this MOU with or without notice. The Massachusetts CJIS may terminate this MOU at any time and without notice.

In witness thereof, the above-named parties have signed this document in full agreement on this _____day of_____, 200___.

USER: Colin C Spence **HOST:**_____

*By: Colin C. Spence *By:_____

Title: Lieutenant Title:_____

Date: 10/22/10 Date:_____

Attest:_____ Attest:_____

NEMLEC:_____

*By:_____

Title:_____

Date:_____

Attest:_____

***Signature of person who is legally authorized to sign for the agency.**